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UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

Stephen Schneider,

Plaintiff,

vs.

Midland Credit Management, Inc.

Defendant.

No.

JURY DEMANDED

COMPLAINT

JURISDICTION

1. The jurisdiction of this Court attains pursuant to the FDCPA, 15 U.S.C. § 1692k(d), 28 U.S.C. § 1331, 28 U.S.C. § 1332, and the doctrine of supplemental jurisdiction. Venue lies in the Southern Division of the Judicial District of Nevada as Plaintiff's claims arose from acts of the Defendant(s) perpetrated therein.

PRELIMINARY STATEMENT

2. This action is instituted in accordance with and to remedy Defendant's violations of the Federal Fair Debt Collection Practices Act, 15 U.S.C § 1692 et seq. (hereinafter "FDCPA"), and of related state law obligations brought as supplemental claims hereto.

3. In 2013, Defendant initiated a campaign of abusive, unfair, unreasonable, and unlawful debt collection activity directed against Plaintiff in Henderson, Nevada.

4. As a result of these and other violations of law, Plaintiff seeks hereby to recover actual and statutory damages together with reasonable attorney's fees and costs.

PARTIES

5. Plaintiff, Stephen Schneider, is a natural person who resides in Las Vegas, Nevada, and is a "consumer" as defined by 15 U.S.C. Section 1692a(3) and allegedly owes a "debt" as defined by 15 U.S.C. Section 1692a(5).

6. Defendant, Midland Credit Management, Inc., (MCM) is a foreign corporation, the principal purpose of whose business is the collection of debts, operating a debt collection agency from its principal place of business in San Diego, CA, and regularly collects or attempts to collect debts owed or due or asserted to be owed or due another, and is a "debt collector" as defined by 15 U.S.C. Section 1692a(6).

FACTUAL ALLEGATIONS

7. Plaintiff repeats, realleges and asserts all factual allegations contained in the preliminary statement to this Complaint and reassert them as incorporated in full herein.

8. Plaintiff is 72-years-old.

9. Plaintiff is a prominent Las Vegas business man.

10. Plaintiff graduated from the University of Nebraska in 1965.

11. Plaintiff has lived at his address for more than 25 years.

1 12. On April 29, 2014 Plaintiff filed a FDCPA complaint against Defendant styled,
2 *Schneider v. Midland Credit Management, Inc.*, no. 2:14-cv-00653-APG-NJK (First Action).

3 13. In the first action, Plaintiff alleged Defendant repeatedly contacted him regarding
4 an alleged debt to Capital One Bank.

5 14. Plaintiff alleged Defendant serially confused Plaintiff with another consumer.

6 15. Plaintiff never had a delinquent account with Capital One Bank.

7 16. On June 26, 2014 Plaintiff amended his Complaint to include additional claims
8 against Defendant.
9

10 17. In the Amended Complaint, Plaintiff alleged Defendant's collector's additionally
11 called him regarding a \$10,751.01 debt ostensibly owed by Plaintiff to Chase Bank.
12

13 18. Plaintiff had absolutely no connection to the alleged Chase obligation.

14 19. Plaintiff amicably settled his claims with Defendant during October, 2014.

15 20. Plaintiff's First Action against Defendant was dismissed November 26, 2014.

16 21. Notwithstanding, during June, 2015 Plaintiff again received numerous calls from
17 Defendant regarding the identical Chase account.
18

19 22. Incomprehensibly, on July 1, 2015 Plaintiff was actually dunned by Defendant on
20 this same Chase account (Exhibit 1).
21

22 23. Exhibit 1 contains none of the mandatory FDCPA § 1692g disclosures.

23 24. If that were not enough, on July 8, 2015 Plaintiff was dunned for a separate Chase
24 account allegedly owed by Thelma Schneider (Exhibit 2).

25 25. Plaintiff has absolutely no clue who Thelma is.

26 26. Plaintiff can only testify she has never lived at his address.
27
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27. Defendant serially contacted Plaintiff, regarding an account it was explicitly aware Plaintiff did not owe, notwithstanding its additional explicit knowledge Plaintiff was represented by counsel in violation of FDCPA § 1692c(a)(2).

28. Defendant's assertion the Chase account was due and owing was a material misrepresentation made in violation of FDCPA §1692e. *Tourgeman v. Collins Financial Services, Inc.*, 755 F.3d 1109, 1121 (9th Cir. 2014).

29. Defendant has mischaracterized the legal status of the Chase account in violation of FDCPA §§ 1692e(2)(A) and 1692e(10).

30. Despite explicit notice it had already confused Plaintiff with another consumer, Defendant took no *preventive measures* to ensure no repetition of its initial errors. *Turner v. J.V.D.B. & Associates, Inc.*, 330 F.3d 991, 995-96 (7th Cir. 2003).

31. Thus, the natural consequence of Defendant's subsequent calls and demand was to harass, oppress and abuse Plaintiff in violation of FDCPA § 1692d. *Clark v. Capital Credit & Collection Services*, 460 F.3d 1162, 1176 (9th Cir. 2006).

32. Defendant's continued phone contacts to Plaintiff, at times and at a place known to be inconvenient to Plaintiff, were made in violation of FDCPA § 1692c(a)(1). *Fox v. Citicorp Credit Services, Inc.*, 15 F.3d 1507, 1516, fn. 10 (9th Cir. 1994), *Austin v. Great Lakes Collection Bureau, Inc.*, 834 F. Supp. 557, 559 (D. Conn. 1993).

33. Defendant's repeated recalls to Plaintiff constituted harassment in violation of FDCPA §§ 1692d and 1692d(5). *Fox v. Citicorp Credit Services, Inc.*, 15 F.3d 1507, 1516 (9th Cir. 1994), *Bingham v. Collection Bureau, Inc.*, 505 F. Supp. 864, 873 (1981), *Kuhn v. Account Control Technology, Inc.*, 865 F. Supp. 1443, 1452-53 (D. Nev. 1994).

34. Plaintiff has suffered emotional distress as a result of Defendant's conduct. *McCollough v. Johnson, Rodenburg & Lauinger, LLC*, 637 F.3d 939, 957 (9th Cir. 2011).

1 35. The foregoing acts and omissions of Defendant were undertaken by it willfully,
2 maliciously, and intentionally, knowingly, and/or in gross or reckless disregard of the rights of
3 Plaintiff.

4 36. Indeed, the foregoing acts and omissions of Defendant were undertaken by it
5 indiscriminately and persistently, as part of its regular and routine debt collection efforts, and
6 without regard to or consideration of the identity or rights of Plaintiff.

7 37. As a proximate result of the foregoing acts and omissions of Defendant, Plaintiff
8 has suffered actual damages and injury, including, but not limited to, stress, humiliation, mental
9 anguish and suffering, and emotional distress, for which Plaintiff should be compensated in an
10 amount to be proven at trial.

11 38. As a result of the foregoing acts and omissions of Defendant, and in order to
12 punish Defendant for its outrageous and malicious conduct, as well as to deter it from
13 committing similar acts in the future as part of its debt collection efforts, Plaintiff is entitled to
14 recover punitive damages in an amount to be proven at trial.

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19 CAUSES OF ACTION

20 COUNT I

21 39. The foregoing acts and omissions of Defendant constitute violations of the
22 FDCPA, including, but not limited to, Sections FDCPA §§ 1692c, 1692d, 1692e, 1692f and
23 1692g.

24 40. Plaintiff is entitled to recover statutory damages, actual damages, reasonable
25 attorney's fees, and costs.
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COUNT II

41. The foregoing acts and omissions constitute unreasonable debt collection practices in violation of the doctrine of Invasion of Privacy. *Kuhn v. Account Control Technology, Inc.*, 865 F. Supp. 1443, 1448-49 (D. Nev. 1994); *Pittman v. J. J. Mac Intyre Co. of Nevada, Inc.*, 969 F. Supp. 609, 613-14 (D. of Nev. 1997).

42. Plaintiff is entitled to recover actual damages as well as punitive damages in an amount to be proven at trial.

JURY DEMANDED


Plaintiff hereby demands trial by a six-person jury on all issues so triable.

WHEREFORE, Plaintiff prays that this Honorable Court grant the following relief:

1. Award actual damages.
2. Award punitive damages.
3. Award statutory damages of \$1,000 pursuant to 15 U.S.C. § 1692k.
4. Award reasonable attorney fees.
5. Award costs.
6. Grant such other and further relief as it deems just and proper.

DATED: July 23, 2015

Respectfully submitted,



MITCHELL D. GLINER, ESQ.
Nevada Bar #003419
3017 W. Charleston Blvd., #95
Las Vegas, NV 89102
Attorney for Plaintiff



Midland Credit Management, Inc.
8875 Aero Drive
Suite 200
San Diego, CA 92123

07-01-2015

002 Steven Schneider
P14T515 12 Quail Run Rd
Henderson, NV 89014-2146



MCM Account Number	8549364353
Original Creditor	CHASE BANK USA, N.A.
Original Account Number	4559909298932590
CURRENT BALANCE	\$10,751.01

You are pre-approved for a 70% discount!
Call now: (800) 321-3809

Choose The Option That Works For You.

RE: Chase Bank USA, N.A.

Dear Steven,

Congratulations! You have been **pre-approved** for a discount program designed to save you money. Act now to maximize your savings and put this debt behind you by calling (800) 321-3809. Pay online today at www.midlandcreditonline.com.

Option 1: 70% OFF

Payment Due Date: 07-31-2015

You Pay Only

\$3,225.30

Option 2: 50% OFF

First Payment Due Date: 07-31-2015

12 Monthly Payments of Only

\$447.95

Option 3: Monthly Payments As Low As:

\$50 per month!

Call today to discuss your options and get more details.

If these options don't work for you, call one of our Account Managers to help you set up a payment plan that does.

Sincerely,

C. Weber, Division Manager

This account may still be reported on your credit report as unpaid.

*If you pay your full balance, we will report your account as **Paid in Full**. If you pay less than your full balance, we will report your account as **Paid in Full for less than the full balance**.

Benefits of Paying!

- > Save up to \$7,525.70
- > Offer Expiration date: 07-31-2015
- > After receiving your final payment, we will consider the account paid.*

CALL US TODAY!
(800) 321-3809

We are not obligated to renew this offer. We will report forgiveness of debt as required by IRS regulations. Reporting is not required every time a debt is canceled or settled, and might not be required in your case.

Hours of Operation:
M-F: 5:00am - 9:00pm PST
Sat: 5:00am - 5:00pm PST
Sun: 5:00am - 9:00pm PST



Call:
(800) 321-3809



Click:
www.midlandcreditonline.com



Mail:
Payment coupon below

PLEASE SEE REVERSE SIDE FOR IMPORTANT DISCLOSURE INFORMATION

Please tear off and return lower portion with payment in the envelope provided

PAYMENT COUPON

MCM Account No.: 8549364353
Original Account No.: 4559909298932590
Current Balance: \$10,751.01

Payment Due Date: 07-31-2015

Amount Enclosed: _____

Payment Options:

- 1) Mail in this coupon with your payment
- 2) Pay by phone (800) 321-3809

Make Check Payable to:
Midland Credit Management, Inc.



PO Box 60578
Los Angeles, CA 90060-0578

12 8549364353 1 0322530 073115 2 384917534

RAND DOE7



Midland Credit Management, Inc.
8875 Aerial Center
Suite 200
San Diego, CA 92123

07-08-2015

002 Thelma Schneider
P147484 12 Quail Run Rd
Henderson, NV 89014-2146



MCM Account No.	8549345803
Original Creditor	CHASE BANK USA, N.A.
Original Account Number	4185876090721996
CURRENT BALANCE	\$6,198.19

You are **pre-approved** for a 40% discount!
Call now: (800) 321-3809

Choose The Option That Works For You.

RE: Chase Bank USA, N.A.

Dear Thelma,

Congratulations! You have been **pre-approved** for a discount program designed to save you money. Act now to maximize your savings and put this debt behind you by calling (800) 321-3809. Pay online today at www.midlandcreditonline.com.

Option 1: 40% OFF

Payment Due Date: 08-07-2015

You Pay Only

\$3,718.91

Option 2: 20% OFF

First Payment Due Date: 08-07-2015

12 Monthly Payments of Only

\$413.21

Option 3: Monthly Payments As Low As:

\$50 per month*

* Call today to discuss your options and get more details.

If these options don't work for you, call one of our Account Managers to help you set up a payment plan that does.

Sincerely,

C. Weber, Division Manager

This account may still be reported on your credit report as unpaid.

*If you pay your full balance, we will report your account as **Paid in Full**. If you pay less than your full balance, we will report your account as **Paid in Full for less than the full balance**.

Benefits of Paying!

- > Save up to \$2,479.27
- > Offer Expiration date: 08-07-2015
- > After receiving your final payment, we will consider the account paid.*

CALL US TODAY!
(800) 321-3809

We are not obligated to renew this offer. We will report forgiveness of debt as required by IRS regulations. Reporting is not required every time a debt is canceled or settled, and might not be required in your case.

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www.midlandcreditonline.com



Mail:
Payment coupon below

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Please tear off and return lower portion with payment in the envelope provided

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Original Account No.: 4185876090721996
Current Balance: \$6,198.19

Payment Due Date: 08-07-2015

Amount Enclosed: _____

Payment Options:

- 1) Mail in this coupon with your payment
- 2) Pay by phone (800) 321-3809

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PO Box 60578
Los Angeles, CA 90060-0578

12 8549345803 9 0371691 080715 8 385180801

RAND DOE7

EXHIBIT 2